

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ENRICHETTA RAVINA,

PLAINTIFF,

-- against --

Case No. 1:16-cv-02137-RA

**COLUMBIA UNIVERSITY
A/K/A THE TRUSTEES OF COLUMBIA
UNIVERSITY IN THE CITY OF NEW YORK
AND GEERT BEKAERT,**

DEFENDANTS.

**DECLARATION OF ENRICHETTA RAVINA
IN SUPPORT OF PLAINTIFF'S MOTION FOR ATTORNEYS' FEES AND COSTS**

I, Enrichetta Ravina, hereby declare as follows:

1. I am the Plaintiff in the above-captioned action. I make this Declaration in support of Plaintiff's Motion for Attorneys' Fees and Costs based upon personal knowledge. If called and sworn as a witness, I would testify competently as to the facts in this Declaration.

2. Before being represented by Sanford Heisler Sharp, LLP, I retained Anne L. Clark of Vladeck, Raskin & Clark, P.C to represent me in connection with my claims, including negotiating with Defendants Columbia University and Professor Geert Bekaert. Exhibit A contains biographical information concerning Ms. Clark that is published on the website of Vladeck, Raskin & Clark, P.C.

3. Before being represented by Sanford Heisler Sharp, I also retained Noah Messing, Esq. to assist in the drafting of a settlement agreement to resolve my claims and to otherwise advise me. At the time, Mr. Messing was a solo practitioner. Exhibit B contains biographical information concerning Mr. Messing that is published on the website of the law firm that Mr. Messing

subsequently co-founded.

4. Both Vladeck, Raskin & Clark, P.C. and Mr. Messing charged me for their services on an hourly basis. I paid \$51,753.85 to Vladeck, Raskin & Clark, P.C. out-of-pocket, and I paid \$50,000.00 to Mr. Messing out-of-pocket. Exhibit C contains my billing and payment history from Vladeck, Raskin & Clark, P.C., and Exhibit D contains my billing and payment history from Mr. Messing.

5. By the time I retained Sanford Heisler Sharp, the firms of Allred, Maroko & Goldberg and Cuti Hecker Wang LLP had already declined to represent me. In addition, the firms of Vladeck, Raskin & Clark, P.C. and Outten & Golden, LLP were only willing to litigate on my behalf if I agreed to pay on an hourly basis. At that time, I could no longer afford to pay out-of-pocket for my attorneys' fees and costs.

6. Sanford Heisler Sharp's representation of me has been excellent. The legal professionals who worked on my case are extremely talented, and I have been consistently impressed by the quality of their work during discovery, in submissions to the Court, and at trial. Throughout this long and challenging litigation, Sanford Heisler Sharp has shown extraordinary dedication to my case.

7. Unlike other law firms that I contacted, Sanford Heisler Sharp was willing to litigate my case on a purely contingent basis and did not charge me for any of the Firm's services or expenses during the course of over three years of litigation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 25th day of July, 2019 in Chicago, Illinois.


Enrichetta Ravina